

1894-069 Chancery Cause: Powers Little & Co] vs W. C. Herndon & Co
Lee Co

Powers, Little, Woodward, Parsons, Stapleton, McClure

CH-Debt

T-Property

To the Hon. H. S. K. Morrison, Judge of
The Circuit Court for Lee County, Va.

Humbly complaining your orators
J. Pike Powers, M. S. Little and N. F.
Little partners in trade doing business
under the firm name of Powers, Little
& Company respectfully represent unto
your honor that at his special in-
stance and request on the 31st day of
October 1893 in the City of Knoxville,
They sold and delivered to W. C. Herndon,
who was then in the mercantile business
in Lee County, Virginia, a large quantity
of goods, wares and merchandise (an
itemized statement of the same is here
filed marked "Invoice" as a part of this bill)
amounting in the whole to the sum of
\$345.90 which ~~was~~ became due on the
1st day of December, 1893; that at his
direction all of said goods were
shipped to said Herndon at Pennington
Gap, Va.; that at the time your orators
sold said Herndon said goods the
records of the County Court of Lee County
Va., shown him to be, and he repre-
sented himself as being the owner
in fee of a large quantity of unin-
cumbered land lying and being in Lee
County, in the Pockett and Crab Or-
chard Country - land conveyed him
by the heirs of Charles Pennington
decd, Larkin Herndon & John B. Pennington,

Tobias Hughes & wife, and John D. Stapleton - and all of which land he was then in the possession of and using as his own. Copies of said deeds & conveyances are here filed marked "A", "B".

Your orators will further show unto your honor that all of said goods sold as aforesaid to said Herndon, together with a large number of Cattle, the goods in his store house & other goods purchased about the same time from other wholesale merchants were by him turned over to his father Sarker Herndon and brother John P. Herndon, who are now in the possession of the same selling and disposing of them; that said John P. & Sarker Herndon allege they bought said goods and cattle on debts which said H. C. Herndon owed them. Your orators deny that this was a fair and honest transaction, but they assert that it was a transaction made and entered into with the purpose of hindering, delaying and defrauding your orators in the collection of their said debt, and that said H. C. Herndon did not owe said John P. & Sarker Herndon or either of them a sum sufficient to pay for all of said

goods and cattle.

Your orators will further show unto your honor that ^{said} sum of money is still unpaid and will become due as aforesaid; that in a day or so after he transferred said goods & cattle as aforesaid, said W. C. Herndon absconded this State and is now a non-resident thereof; that to your orators surprise on Nov 10th 1893 sup David P. Parsons lodged with the Clerk thereof, and had recorded in the County Court Clerks office of said County a deed signed by said W. C. Herndon & wife & dated and acknowledged on March 14th 1893 Conveying to said Parsons in consideration of \$5000⁰⁰ in hand paid all of said Herndon's ~~said~~ land, except the Stapleton tract and a portion of the land conveyed him by his father Parker & John B. Pennington on the 30th day of July 1889; that at the time your Complainants sold and delivered said goods to said Herndon they did not have any notice whatever of the existence of this deed to said Parsons; and they are thereupon advised that this conveyance as to them is void.

Your orator will further show unto your honor that on Nov. 10th 1893

said W. C. Herndon executed a paper acknowledging himself indebted to One Mrs Woodward in the sum of \$675⁰⁰ which is expressed on its face to be a lien upon the land of said Herndon conveyed by John B. Punington & Parker Herndon on the day of 188 and on the southern side of the North fork of Pawnee river; this instrument was also acknowledged and recorded on the 10th day of Nov. 1893. Your orators allege that this lien as to your orators ~~is~~ ^{is} void, because it was executed without any consideration deemed valuable in law.

The premises considered your orators are advised that said lien of \$675⁰⁰ is void, likewise the said transaction between said W. C. Herndon, and John B. & Parker Herndon and also the said deed of March 14th 1893, not being ~~being~~ recorded until after your orators said debt was made and your orators not having any knowledge of the same until after this debt was made, is also as to your orators void whether it had a consideration or not.

While said deed from said Stapleton reserves a vendors lien on the land conveyed by it, your orators

are advised and over that the same
has long ago been fully paid and
they further aver there are no other
liens or claims upon said land
than those already mentioned
herin, and also that said land
will not rent for a sum sufficient
to pay said debt, costs of suit &
so on in five years.

The prayer therefore of your
orators is that John C. Stapleton,
Wm^r Woodward, David D. Parsons,
H. C. Herndon, John D. Herndon &
Suckin Herndon be made parties defend-
ants to this bill; that they be required
fully and completely answer its several
allegations on oath; that an order
of publication be made for said
H. C. Herndon; that Wm^r Woodward
particularly answer and disclose on
oath for what said Herndon owed
him, the true amount thereof and where
and from whom he got the money
or other thing which he let said
Herndon have; that also David D.
Parsons answer and disclose on
oath the amount paid said Herndon
on said land, & where and where
and from whom he obtained the
money or other thing with which
to pay said Herndon said \$5000⁰⁰
or such part thereof as he may have

actually paid thereon; and also that
John P. Hurdon and Sarker Hur-
don on oath shall disclose and
file a true invoice of all the goods
received by ^{them or} either of them from
said W.C. Hurdon, the number
and value of said Cattle and the
amount said W.C. Hurdon was
indebted to them and for what;
that said deed of March 14th 1893
and said lien of Nov. 10/93 and
said transactions between said
W.C. Hurdon and John P. & Sarker
Hurdon be set aside and annulled,
that your ~~debt~~ orators be deemed
their said debt; that an attach-
ment by virtue of the affida-
vit herein filed marked
be issued and levied upon
said property and held until
the future order of this Court; and
that enough of said property be
sold to pay your orators said debt,
And that all other and further and
General relief be granted your
orators as the nature of this Cause
may require. And they will
ever pray &c. May process issue &c

Pennington Bros
P. D

1st Jan'y 1894

Powers, Little & Co

vs { Bills & Chas

W. C. Herndon & Co

C 9.42
S 250
Depo
Co. C 5.78-
Printer 5.00
Atty 15.00
W. M. P 2.50
40.17

1894 1st Jan'y Rules Bill filed & paid on home
defendants by Pub for non resident debt
+ D. N. for home debts
" 2nd Jan'y Rules D. N. for home debts
" 1st Feb'y Rules Court for ord Pub
" 2nd " " 1st Pub completed + ret for hearing
" June Term Decree + costs by Pelt

Defts Costs
Clerk 1.60

Knoxville, Tenn., October 31 1893

Mr M. C. Herndon

Lyntonia

Bought of **POWERS, LITTLE and CO.,**

WHOLESALE DEALERS IN

CLOTHING AND GENT'S FURNISHING GOODS.

TERMS... 6% in 30 days.

38 COMMERCE STREET.

8416	3	Suits	850	2550
6027	3	"	750	2250
1834	3	"	850	2550
6030	3	"	750	2250
8725	3	"	10	30
8630	3	"	10	30
8790	3	"	10	30
8685	3	"	11	33
2333	3	McIntosh coats	550	1650
	2	over	11	22
2343	2	" 1 Suspend	11	22
1447	3	Pants	350	1050
1886	3	"	350	1050
1590	4	"	350	14
4443	4	"	350	14
4022	1	Suit Suspend		1650
		1 Bow & Draw		40
		Notary Fee		50
				34540
				50
				34590

Form 151.

Printed and Sold by Ogden Bros. & Co., Knoxville, Tenn.

State of Tennessee, County of *Knox*

Personally appeared before the undersigned, a Notary Public in and for said County, duly commissioned and sworn

to me well known, and made oath in due form of law, that the within account against

amounting to *Three Hundred & forty five* Dollars,

is justly due *Powers Little & Co, with interest from Dec. 1, 1893*

of which firm he is *A member* after the allowance of all credits

of which the said *M. C. Herndon* entitled as

he very believes.

[SEAL.]

Subscribed and sworn before me this *23rd* day of *Dec* 189*3*

Notary Public.

Powers Little Rev
to J. Swain

H. C. Sturges et al

Received of Mr. J. C.
Sturges
the sum of \$40.00
for the same

\$40.00

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate answer and demurrer of John P. Herndon, to a bill in chancery exhibited against him and others in this honorable court by J. Pike Powers, M.S. Little, and N.T. Little, partners in trade under the name firm and style of Powers, Little & Co.

Respondent says the complainants' bill is not sufficient in law to call upon him to answer in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly and prays judgement of his said demurrer &c.

And not waiving said demurrer but relying and insisting thereon, should other and further answer be required of him, answering he says: That, he supposes it is true that at his special instance and request on the 31st day of October 1893 in the City of Knoxville, complainants sold and delivered to the said W.C. Herndon, who was then in the mercantile business in Lee County, Virginia, a quantity of goods wares and merchandise; that the statement filed with complainants' bill is a true statement of the amount of said goods; that said bill of goods amounted to the sum of \$345.90; that the same became due on the 1st day of December 1893; and that at his direction said goods were shipped to said W.C. Herndon at Pennington Gap, Va.: though of these several allegations he has no personal knowledge further than he has seen a bill of goods in the name of the said complainants, but whether it is for the same amount, or of the same date of the "Invoice" filed by complainants with their bill, he does not know, therefore respondent neither admits nor denies the justness or the amount of said account

Your respondent supposes it is true that at the time complainants sold said W.C. Herndon said goods the records of the County Court showed him to be the owner of a large boundary of land lying in the County of Lee and in the Pocket and Crab Orchard country, but he has no personal knowledge of what the records showed nor does he know what representations the said W.C. Herndon made to complainants concerning his

Herndon made to complainants concerning his ownership of said lands, and therefore is unable to answer the allegations in reference thereto.

Respondent says that it is not true that all of said goods sold by complainants to said W.C. Herndon (if any were sold) together with a large number of cattle, the goods in his storehouse and other goods purchased about the same time from other wholesale merchants, were, by the said W.C. Herndon turned over to your respondent and his father Larken Herndon. It is true, however, that the said W.C. Herndon, on the 11th day of November 1893, sold and delivered to your respondent his stock of goods wares and merchandise then in his storehouse, together with the goods that were in the depot at Pennington Gap shipped and in his name, 48 head of cattle, a lot of hay, a mowing machine, an old wagon, an old mare, a mule, a lot of cull lumber, and a lot of small accounts shown by the said W.C. Herndon's books to be due him. Respondent is still in the possession of said goods and other property and has been in the possession of them since the said 11th day of November 1893, but with the said goods and other property the said Larken Herndon has nothing to do whatever, and is interested in them no further than the natural interest that a father would have for the success of a son. Your respondent does allege that he bought said goods and other property on debts which the said W.C. Herndon owed him and his father, and he alleges that purchase of said goods and said transfer of said goods and other property to him by the said W.C. Herndon was made upon the following consideration and no other: The said W.C. Herndon was indebted to your respondent in the sum of \$500.00 which was evidenced by a note executed on the 29th day of August 1893 and due one day after the date thereof, he was indebted to the said Larken Herndon in the sum of \$200.00 evidenced by a note executed on the 10th day of July 1891, and due one day after the date thereof, with his wife Cynthia as security, and in the sum of \$300.00 evidenced by a note executed on the 9th day of May 1892, and due one day after the date

thereof, and in the further sum of \$788.80 evidenced by a note executed on the 1st day of January 1892, and due one day after date, with Cinthia Herndon wife of W.C.Herndon as security, and in the further sum of \$200.00 evidenced by a note executed on the 7th day of June 1892, and due one day after the date thereof to which the said Cinthia Herndon was also security, this last mentioned note subject to the following credits \$8.18 paid Apr-20th 1893 and \$8.00 paid Sept. 2nd 1893, and in the further sum of \$575.00 evidenced by a note executed on the 10th day of August 1893, and due twelve months after the date thereof; copies of all the said notes are herewith filed marked respectively "1" "2" "3" "4" "5" "6", and the originals are in the possession of respondent's attorneys, and will be filed when called for: the said W.C.Herndon was indebted to and is indebted to one John Holmes in the sum of \$250.00, for which indebtedness the said Holmes holds the note of the said W.C.Herndon with your respondent and his father, Larken Herndon, as security: the said W.C.Herndon on the 14th day of October 1893 made his note in writing, commonly called a negotiable note, by which he bound himself to pay sixty days after the date thereof, to the order of John J Stapleton and Larken Herndon \$325.00 at the Pennington Gap Bank, Pennington Gap, Va., which note was endorsed by the said John J. Stapleton and Larken Herndon, and was sold and negotiated by the said W.C.Herndon to said Bank of Pennington Gap: By the terms of said contract your respondent was to surrender and deliver to the said W.C.Herndon the note executed by him to respondent, all the notes or claims which the said Larken Herndon held against him, and to pay off all the indebtedness for which your respondent and the said Larken Herndon or either of them was bound for him as security. In obedience to this agreement your respondent at the time delivered to the said W.C.Herndon said \$500.00 note executed to himself which with its interest amounted to \$506.00, and at the same time he turned over to the said W.C.Herndon the five notes held against him by the said Larken Herndon amounting principal and interest

to the sum of \$2207.63; and since that time, to wit, on the 15th day of December, your respondent and his father paid and lifted said \$325.00 note held by the Pennington Gap Bank aforesaid, a copy of said note, the original of which is in the hands of respondent's attorneys, is herewith filed as part hereof marked "7;" the note for \$250.00 to John Holmes is still outstanding with interest thereon from about the 15th day of August 1893. It will thus be seen that at the date of the sale and transfer of said goods to your respondent the said W.C. Herndon owed to your respondent and his father principal and interest \$2713.63, and they were bound for him as security for about the sum of \$578.-75 making a total of \$3292.38. The sale of said goods and other property was made in bulk, no invoice of the goods was then made, but their value as well as the value of the property sold and transferred to respondent was carefully estimated, and the intention was to sell and transfer to respondent enough to pay and indemnify him for said indebtedness and to reasonably compensate him for his time trouble and expense in converting them into money. Respondent most emphatically denies that this transaction was made and entered into by him with the purpose of hindering, delaying and defrauding the complainants or any other person in the collection of their debts, and if the said W.C. Herndon had any such intention he kept it entirely concealed from your respondent. So far from respondent aiding or attempting to aid the said W.C. Herndon to hinder, delay or defraud his creditors, respondent had no knowledge of any indebtedness of the said W.C. Herndon except the debt to himself, Lerken Herndon, John Holmes and the Pennington Gap Bank. In fact the said W.C. Herndon at the time of said sale and transfer of said goods and property, represented to respondent that he did not owe anything on said goods. Respondent did not want to purchase said goods or other property, he had no taste for the mercantile business and did not want to go into it, and his only reason for so doing was to secure the payment of the debts due to himself and his father, and to secure some indemnity for the sums for which they were the securities of the said W.C.

Herndon.

Respondent will now show your honor that on the 19th day of December 1893, which was as soon as he could have the same done after the institution of these suits, he had all the goods then on hands carefully invoiced by H.Barton and P.B.Cecil, two men experienced in the mercantile business. Said invoice was carefully and respondent believes honestly, truthfully and correctly made, and amounted to the sum of \$2700.00. Between the time of the sale to respondent and the date of said invoice he had sold goods amounting to the sum of \$215.95 which added to said invoice makes the aggregate of said goods amount to \$2915.95. Said invoice with the \$215.95 added is herewith filed as part hereof marked "8". At the same time respondent had the cattle and other property yet remaining on hands which he purchased from the said W.C.Herndon, appraised by M.C.Parsons and J.E.Hobbs, two farmers and stock-dealers whom he has always heard called as good judges of stock as there are in Lee County, Respondent purchased from the said W.C.Herndon 48 head of cattle embracing calves, yearlings, oxen, and milch cows. Before said appraisement he sold two of the milch cows for \$40.00, the remaining 46 head of cattle were valued at \$358.40, the hay remaining on hands was valued at \$52.00, the mowing machine, which was old and badly worn, was valued at \$10.00, the old wagon was valued at \$11.00, the old mare, part of the team, at \$30.00, the lumber, which was a lot of culls, at \$10.00, this valuation is herewith filed as part hereof marked "9". Before said valuation was made your respondent had sold a mule which was the ~~an~~ other part of the team for \$75.00 making the total value of the property other than the goods \$586.40, making an aggregate received by respondent from the said W.C.Herndon, exclusive of what hay he had fed to the cattle between the 11th of November and the 19th day of December and exclusive of the notes and accounts turned over to him, to the sum of \$3502.35. The said W.C.Herndon also transferred and assigned to him a lot of small

notes and accounts amounting to the sum of \$312.41, a list of which is herewith filed marked "10". As to the solvency of ~~the~~ these notes and accounts respondent is very doubtful. He has ~~se~~ seen several of the parties and demanded payment of the sums shown to be due by them, each one of whom has either denied the account ~~out~~ right or claimed an offset against the same, and in addition thereto respondent has been informed that garnishments have been served on several of the parties by alleged creditors of the said W.C.Herndon. Respondent does not believe that he will ever be able to realize or collect one half the amount of said notes and accounts.

Respondent does not know the present whereabouts of the said W.C.Herndon and is unable to say whether he is a resident of the State of Virginia or not. Shortly after respondent purchased said goods and stock the said W.C.Herndon left the neighborhood and respondent has not seen him or heard of him since

Respondent is informed and supposes it is true that on the 10th day of November 1893, David P.Parsons lodged with the Clerk of the County Court of Lee County a deed from the said W. C.Herndon and wife by which they conveyed to him a boundary of land in the Crab Orchard in consideration of the sum of \$5000.00 Respondent knows nothing about this transaction nor the consideration moving thereto, he has no interest whatever in it, knows not whether it was a bone fide or fraudulent, neither does he know whether the complainants had notice of said sale or not before they sold the goods mentioned in their bill, therefore respondent does not know whether said conveyance is void as to said complainants or not.

Respondent is likewise ignorant as to the lien claimed by the said Wm.Woodward for \$675.00, and therefore cannot answer whether said lien is genuine or fraudulent. But respondent denies that the transaction between him and the said W.C.Herndon is void, but on the other hand he asserts that it is valid bone fide and binding as to everybody.

Respondent knows nothing of the land trade between the said W.C.Herndon and John C.Stapleton, and is therefore unable to answer whether or not the lien reserved in the deed from said Stapleton to said Herndon, has been satisfied.

Respondent says that he supposes he had fed to the cattle and horses purchased by him from the said W.C.Herndon about one half of the hay purchased before he had said hay valued, and he had also fed out from ten to twenty bushels of corn turned over to him by the said W.C.Herndon.

Respondent will now show your honor that of the \$500.00 indebtedness of the said W.C.Herndon to him, \$450.00 was for money loaned to the said W.C.Herndon on the day said note bears date, the other \$50.00 was for a small lot of corn and for hauling staves. And he is informed by his father that the indebtedness to him was for money loaned by him to the said W.C.Herndon at various times since the said W.C.Herndon has been in business for himself, and perhaps for stock sold the said W.C.Herndon on one or two occasions. As before said Respondent reluctantly purchased said goods and other property and he is extremely anxious now to get rid of them, so much so that if the creditors of the said W.C.Herndon will take said goods and property off of his hands they can have the same by paying to him what is due to him and his father and satisfying the debt to which they are security to the said Holmes. In fact as soon as these suits were brought he offered to the attorneys of the plaintiffs and other creditors of the said W.C.Herndon, to turn over everything which he had received if they would pay to him and his father the amount due to them and for which they were liable, and he is yet willing to do so, and to faithfully account for everything which he has sold or used. And now having answered said bill as fully as he is advised it is material to answer the same, and here again denying all allegations of fraud or collusion, and all intention to hinder or delay creditors of the said W.C.Herndon he prays to be hence to be dismissed with his costs &c.

Duncan Hyatt, p.d.

Virginia, Lee County to wit:

This day, John P. Herndon, personally appeared before me, A.B. Munsey Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing answer, so far as made on his own knowledge, is true and so far as made upon the information of others, he believes it to be true. Given under my hand on this the 5th day of March 1894.

A.B. Munsey Clerk

W.C. Herndon et als.

Separate Answer and
Demurrer of John P.
Herndon, one of the
defendants.

Powers Little & Co.

Duncan & Hvatt, p. d.

*Filed in open court
The 9th 1894*

*A.B. Munsey
Clerk*

To the Honorable H.S.K. Morrison, Judge of the Circuit Court of Lee County, Virginia:

The separate answer and demurrer of Larken Herndon to a bill in chancery exhibited against him ^{to others} in this honorable court by J. Pike Powers, M.S. Little, and N.T. Little, partners in trade doing business under the firm name of Powers, Little & Company:

Your respondent says that the plaintiff's bill is not sufficient in law to call upon him to answer it in this honorable court, and not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering he says:

That he supposes it is true that on the 31st day of October 1893 in the City of Knoxville, the complainants sold and delivered to W.C. Herndon, who was then a merchant in Lee County, Va., a bill of goods; that the statement which is filed with complainants bill is the true statement of the amount of goods and the cost of same; that the amount of said bill is \$345.90 and that it became due on the 1st day of December 1893. and that at his request the said goods were shipped to Pennington's Gap, Va. to the address of W.C. Herndon.

Your respondent supposes it is true that at the time the complainants sold said W.C. Herndon said goods, the records of the County of Lee showed him to be the owner of a large quantity of land, but your respondent does not know what the said W.C. Herndon represented to the complainants. Some time ago your orator did convey to the said W.C. Herndon a tract of land lying in the Crab Orchard country and described in the deed " ".

Your respondent denies that any goods or cattle were turned over to him by the said W.C. Herndon, and he denies that he is now in the possession of any of said goods and cattle in the complainant's bill mentioned, or that he has sold or is selling and disposing of them. Your respondent further denies that he has entered into any transaction for the purpose of hindering delaying or defrauding the complainants in the collection of their debt.

Your respondent alleges that the said W.C.Herndon was indebted to him in the sum of \$200.00 evidenced by a note bearing date July 10th 1891, in the further sum of \$200.00 evidenced by a note bearing date June 7th 1892, in the further sum of \$788.80 evidenced by note bearing date Jan.15th 1892, in the further sum of \$300.00 evidenced by note bearing date 9th day of May 1891, in the further sum of \$575.00 evidenced by note bearing date August 10th 1893, amounting in the aggregate to \$2063.80 exclusive of interest. Your respondent is an old man, and for some time has been helpless or almost so, and has been living for the past years with his son John P.Herndon and depending upon the said John P.Herndon for the support of himself and wife. For this consideration and for the reason that he could not well attend to his own business he transferred the above notes to his son the said John P.Herndon.

Your respondent knows nothing of the land trades of the said W.C.Herndon with David P.Parsons, nor does he know whether complainants had notice of any such sale.

Your respondent knows nothing of any debt due to Wm.Woodward by the said W.C.Herndon.

And now having answered the complainants bill as fully as deemed necessary that he should answer your respondent prays hence to be dismissed &c.

Duncan & Hyatt p.g.
Sworn to before me this the 5th day of March
1894 by Larkin Herndon. *A B Munsey Clerk*

W.C. Herndon et als.

ads { Separate Answer of Lar-
kin Herndon, one of the
defendants.

Powers, Little & Co.

Duncan & Hyatt, p.d.

*Filed in open court March
the 9th 1894*

A.B. Munsay Clerk

State of ~~Tennessee~~

City of ~~Tennessee~~ to wit:

This day J. S. McClure
agent for J. Pike Powers, M. S. Little
and N. J. Little doing business under
the firm name of Powers Little & Co plain-
tiff in a suit in Chancery ~~the~~ in-
stituted in the Circuit Court for the
County of Lee and State of Virginia to
recover from W. C. Herndon a debt
personally appeared before me a notary
public in and for the County of Lee
and State of Tennessee and made
oath:

First That he verily believes the said
plaintiffs claim is just;

Second That he believes that the said
plaintiffs are entitled to or ought
to recover at the least, in said suit
a debt for the sum of \$

which sum of money will become
due and payable by said Herndon
to said plaintiffs on the 1st day of Dec
1893

(3) That to the best of said affiant's
belief said W. C. Herndon is not a
resident of the State of Virginia, but
has estate or debt owing to him within
the said County of Lee.

(4) That said Herndon, has converted,
is converting and is about to convert

his estate or some material part thereof into money, securities or evidences of debt with intent to hinder, delay & defraud his Creditors;

(37) That said Sturden has assigned and disposed of and is about to assign and dispose of his estate or some part thereof with the intent to hinder, delay and defraud his Creditors, and especially the said plaintiffs.

Given under my hand this the 5th day of December, 1893.

W. B. D.
Notary Public

L.S.

W
Gowers, Siller & Co
vs } Affidavit

W. C. Sturden & Co

August the 29th 1893.

"1"

one day after date I promise to pay J.P. Herndon Five hundred Dollars for value received of him, waiving all homestead exemptions as to this debt. Witness my signature and seal.

W.C. Herndon, (Seal.)

"2"

\$200.00 One day after date I promise to pay to Larkin Herndon Two hundred Dollars, for value received, waiving my homestead as to this note. Witness my hand and seal this July 10th 1891.

W. Craig Herndon (Seal.)

Cynthia Herndon (Seal.)

Fritts Lee County, Va.

"3"

\$300.00 One day after date I promise to pay to the order of Larkin Herndon three hundred Dollars Dollars and 000 Cents for value received, and I hereby waive the benefit of my homestead exemption as to this debt. Witness my hand and seal this 9th day of May 1892.

W.C. Herndon, (Seal.)

January the 1st 1892.

"4"

One day after date we promise to pay Larkin Herndon Seven hundred and Eighty Eight Dollars and Eighty cents for value received of him, waiving our homestead exemptions as to this debt. Witness our hands and seals.

W.C. Herndon (Seal.)

Cynthia Herndon (Seal.)

\$200.00

June the 7th 1892.

one day after date we promise to pay Larkin Herndon or order Two hundred dollars, without defalcation, for value received. And we do hereby confess judgement therefor, and release errors and we do hereby waive all stay of execution from and after the maturity of the above note, and all laws exempting property from execution: and agree that all our property and effects

whatsoever, may be taken in execution to W.C. Herndon aforesaid.

W.C. Herndon, (Seal.)

Cynthia Herndon, (Seal.)

On the back of this note appears the following:— Credit the within Note \$8.18 April 20th 1893; Credit the within Note \$8.00 September 2nd 1893.

August 10th 1893.

Twelve months after date I promise to pay Larkin Herndon five hundred and seventy five Dollars \$575.00 for value received of him waiving all homestead exemptions as to this debt.

Witness my hand and seal.

W.C. Herndon, (Seal.)

Pennington Gap Bank, Virginia:

\$325.00

Pennington Gap, Va., Oct. 14th 1893

Sixty days after date I promise to pay to the order of John J Stapleton and Larkin Herndon Three Hundred and twenty-five Dollars, at Pennington Gap Bank, of Pennington Gap, Va., for value received, and I waive the benefit exemption as to this debt. Given under my hand day above written.

The undersigned principal and endorsers of this note, which is filled up before signing, agree that if the same is placed in the hands of an Attorney at law for collection or has to be sued on, that we will pay ten per cent Attorney's fees, in addition to principal and interest, which fee shall be added and become part of judgement.

Due Decr. 13th 1893.

W.C. Herndon.

On the back of this last mentioned note appears the following:— We, as endorsers of this note, waive demand, protest, and all exemption laws and guarantee payment of same, and acknowledge that we sign with a full understanding of this notice.

Larkin Herndon

J.J. Stapleton.

And across the face of this note is stamped:— Pennington Gap Bank, Paid Dec. 15th 1893. Pennington Gap, Va.

John P. Herndon et al^s.

ads Exhibits with Answer.

Powers Little and Co.

"1" "2" "3" "4" "5" "6" "7".

Duncan & Hyatt, p. d.

*Filed in open court
March 9 1894*

*AB Munsey
clerk*

December 19th 1893.

Invoice of Cattle, Hay &c. by M.C.Parsons and J.E.Hobbs.

27 Scrub Calves @ \$5.00	\$135.00
17 Cattle @ 10.20	173.40
Hay	52.00
1 Mowing Machine	10.00
1 Wagon	11.00
1 Old mare	30.00
2 Oxen	50.00
1 Lot Cull Lumber	10.00
	<hr/>
	\$471.40
1 Mule sold to Emmet Parsons before above invoice	75.00
2 Cows sold before " "	40.00
	<hr/>
	\$586.40

List of Notes and Accounts received by John P.Herndon from W.C.Herndon.

Charles Pennington		\$10.19
David Parsons		9.60
James Parsons		1.33
Alfred Johnson		1.60
James Smith		10.00
Bob Mullens		1.20
William Thomas		1.25
Mart Creech		9.43
Alex. Robbins		5.90
H.P.Dixon		2.52
A Morris		39.65
Emv Woodward		.60
Martin Collier		12.58
Marion Parsons		7.65
William Cooper		4.88
Wilson Carroll		4.56
Zion Parsons		1337
Abraham Zion		5.30
Alic Zion		2.85
Bud Pennington		1.33
Frank Arney		1.30
Silus Stapleton		.55
Elihu Hoover		11.25
Susan Ely		1.63
C Slempe		13.41
Elisha Robbins		.60
Susan Bailey		1.38
Will G.Robbins		5.37
Lias Wax		7.74
Charley W. Waddle		3.40
Minter Bailey		9.96
W.R.Robbins	Note	14.95
T.P.Smith	"	3.50
T.G.Johnston	"	11.00
John C.Robbins	"	2.50
Robert Mullens	"	8.20
H.P.Dixon	"	5.02
Martin Collier	"	6.05
J.D.Pennington	"	28.88
Same	"	9.52
J.R.Lunningham	"	33.42
		<hr/>
		\$312.41

W.C. Herndon et als.

Ads. Invoice of Cattle,
Hay &c., also List
of Accounts and
Notes.

Cowan McClung & Co.

Duncan & Hvatt, p.d.

"Appraisement of
Cattle &c."

"List of notes &
accounts"

December 19th 1893.

Invoice of W.C. Herndon Stock of Goods. By P. J. ...

By H. Barton and P. B. Cecil.

3	Ladies	Hat	@	1.75	5.25.
3	"	"	"	1.25	3.75
2	"	"	"	.40	.80
3	Mens	"	"	.25	.75
3	boys	"	"	.16 2-3	.50
5	mens	"	"	.25	1.25
5	"	"	"	.25	1.25
8	"	"	"	.70	5.60
4	"	"	"	.16 2-3	.66
3	Misses	"	"	.25	.75
3	Ladies	"	"	1.10	3.30
1	"	"	"	.80	.80
2	"	"	"	.75	1.50
1	"	"	"		1.00
1	"	"	"		.75
1	"	"	"		.75
1	"	"	"		.75
1	"	"	"		.80
2	Mens	"	"	.75	1.50
2	Ladies	"	"	.12 1-2	.25
3	"	"	"	1.00	3.00
3	"	"	"	.60	1.80
3	Mens	"	"	.25	.75
2	"	"	"	1.37 1-2	2.75
					<hr/>
8	Mens	Hat	@	1.00	40.26
4	"	"	"	.75	8.00
11	"	"	"	1.00	3.00
6	"	"	"	.75	11.00
11	"	"	"	.40	4.50
1	"	"	"		4.40
5	Boys'	"	"	.25	1.00
6	Men's	"	"	.25	1.25
3	Boys'	"	"	.25	1.50
6	Men's	"	"	1.00	.75.
5	"	"	"	.50	6.00
1	"	"	"	.75	2.50
6	"	"	"	.75	.75
2	"	"	"	1.00	4.50
5	"	"	"	.60	2.00
2	"	"	"	.75	3.00
3	"	"	"	1.00	1.50
3	"	"	"	1.00	3.00
11	"	"	"	.60	3.00
6	"	"	"	.60	6.60
6	Caps	"	"	1.00	3.60
6	"	"	"	.44	6.00
5	"	"	"	1.00	2.64
3	"	"	"	1.00	5.00
					<hr/>
1	Piece of Jeans	31 yds.	@ 12 1-2		3.00
1	"	"	"		128.75
1	"	"	"		3.87
1	"	"	"		.41
1	"	"	"		.42
1	"	"	"		.75
1	"	Cashmere			9.90
1	"	Jeans			5.60
1	"	"			3.00
1	"	Oil cloth			1.33
1	"	Canton Flannel			2.17
1	"	Bleached Do.			4.03
1	"	"			2.86
1	"	"			2.19
1	"	"			1.13
1	"	Quilt lining			2.59
1	"	Cashmere			5.32
1	"	"			.60

1 Piece	Cashmere	6.90
1 "	"	5.37
1 "	"	5.00
1 "	Flannel	3.90
1 "	"	2.25
5 "	Delane cotton	103.80
1 "	Cambric	1.65
1 "	Gingham	1.75
1 "	"	.93
1 "	Delane Cotton	1.81
1 "	Gingham	216.75
		<hr/>
		216.03
1 Piece	Gingham	1.89
1 "	"	.75
1 "	Lindsey	4.20
1 "	"	3.00
1 "	"	.83
1 "	Cotton Check	.37
1 "	Linsev	3.64
1 "	Cotton Plaid	1.57
1 "	"	1.05
1 "	Shirting	3.60
1 "	Ticken	2.00
1 "	Drilling	1.20
1 "	Cotton	1.40
858 yds	prints	42.90
2 "	P.K.	1.60
15	Ladies Hats	9.00
30 ft.	#	9.00
3	Collar pads @ 25	.75
2	Cloth collars	.50
1	Piece Bed tick	5.20
1	Lot clothing	170.00
1 "	Shirts	5.00
1 "	Sundries	4.00
1	Poece quilting	2.08
3 "	Sheeing	9.18
1 "	"	2.94
		<hr/>
		503.68
22 Pieces	of prints	55.88
1 "	Flannel	5.21
1 "	Linsev	7.25
1 "	"	7.20
1 "	Flannel	3.50
1 "	Jeans	10.35
1 "	"	7.20
1 "	"	6.05
4 "	Cotton Plaid	11.16
1 "	Towelling	2.00
1 "	Cotton all	9.30
1 "	Conduroy	7.20
2	Do Shirts	6.00
1	Show case and contents	25.00
14	Pr. Slips	2.10
2	Towells	.16
5 "	"	.31
1	Job lot Hosiery	3.00
1	Gloves	.50
1 "	"	1.00
4	Corsets	.80
10	Pr Suspenders	2.50
1 "	"	2.40
1 "	"	2.64
1 "	"	1.32
5 "	"	5.00
		<hr/>
		\$678.51
2	Shirts	1.00
6 "	"	3.30
1	Suspenders	1.50
18	Pr. Children Hose	.90
1	Do Pr. Suspenders	1.50
10	"	1.25
5	Pr Gloves	2.50

3	Valices damaged	1.00
6	Shawls	1.25
2	"	1.50
5	"	3.00
9	Bed Spreads	3.60
3	Clocks	4.50
1	Bbl Candy	12.35
3	Do Esse	1.80
1	Lot stock Powders	2.33
1	Do Cardel	.60
3	cakes soap	.15
	Pills	1.45
14	Bottles Quinine	1.17
10	" K. Oil	.70
10	" Cordial	.50
11	" Relief	1.37
9	" Batemans drops	.45
2	" Paragoric	.60
2	" Batemans Props	.60
		<hr/> 730.97
3	Bottles Morphine	1.32
3	" Hair Dye	.37
	Laudanum	.43
7	Bottles Vermifuge	.87
8	" Calomel	.20
7	Boxes worm candy	.70
7	Sewing machine oil	.35
1	Rough on rats	.75
3	Do Tinct Iron	.90
2	Lamps	.25
1	Job lot belts	1.00
2	1-2 Do Boxes Buen	.75
5	Locks	1.25
2	Do window hinges	2.00
12	sets spoons	1.00
1	" "	.60
4	Beg oil Halps	.20
	Tacks	.10
1	Do Harps	.60
2	Set table knives	1.20
2	" " "	.50
2	" " "	.60
2	" " "	.60
4	Files	.25
8	Knives	.80
1	"	.37
		<hr/> \$748.93
9	Pocket knives	1.35
3	" "	.10
5	" "	.50
5	" "	1.00
1	lb copper rivets	.25
8	Boxes cartridges	3.60
19	Lamp globes	.48
1	Banjo	1.00
1	"	2.50
1	Violin	1.50
1	accordion	1.65
1	"	1.00
1	"	1.50
1	"	1.75
1	"	.50
1	"	1.00
4	Bunches Cotton	3.00
6	Do Ginger	6.00
5	" Iron Tonic	16.65
6	" Ginger	6.00
12	" Essece	6.00
1	" Oil Cinnamon	.75
	Clackers	1.00
	Smoking tobacco	2.40
12	Prs Half soles	1.20
12	Essences	3.60
		<hr/> 814.68

	Amount over	\$814.68
5 lbs.	Sulphur	.13
1-2 lb	Glycerine	.20
1 Bot	Nitre	.75
	Copperas	.12
1 Bottle	Pills	.50
1 Bunch	tacks	.80
1 Do	King Pain	1.00
1 Gallon	castor oil and can	1.75
1 "	Turpenline	.50
1 Lot	Sundries	60.00
2 BB	cider	15.50
1 Keg	Soda	5.00
700 lbs	Coffee	154.00
1 Do	Brooms	2.00
1 BBl	Sugar	18.00
552 lbs	Bacon	55.89
16 1-2 BBl	flour	53.13
10 "	" "	40.20
2 sides	Leather	5.88
2 "	" "	4.72
1 Saddle		7.00
1 "		8.00
1 "		5.50
1 "		6.00
2 Prs	Bridle rains	.40
1 Box	Soda	1.80
		<hr/> 1263.51
1 Box	Rasins	1.70
2 Boxes	Tobacco	5.76
2 "	" "	11.25
2 "	" "	14.40
1 Job	Sundries	10.00
50 lbs	Ox shoes	3.13
1 Stove		6.00
8 Lanterns		3.00
25 Tin	Buckets	3.13
25 Pt.	Cups	.63
5 Girths		.41
5 Looking	Glasses	1.75
3 "	" "	1.35
2 "	" "	1.10
20 Gallons	Syrup	5.00
3 Pitch	forks	.75
1 Do	oil cans	3.66
250 lbs	Bacon	25.31
4 sides	Leather	16.72
	Salt	.50
	Matress	4.00
2 Snathes		.50
3 Stoves		18.00
1 "		10.50
3 Kettles		1.32
		<hr/> 1413.88
3 Brass	Kettles	2.97
6 Coal	Hods	1.50
1 Oil	tank	4.75
3 Coffee	Mills	1.20
12 Prs	Men's Shoes	9.00
15 "	" " "	11.25
9 "	" " "	9.00
6 "	" " "	6.00
11 "	" " "	15.40
12 "	" " "	12.00
18 "	Childs 2	4.50
30 Ladies	"	22.50
15 "	" "	12.75
18 "	" "	12.60
11 "	" "	9.35
6 Boys	"	3.60
7 Childs	"	1.40
2 "	" "	1.50
17 "	" "	8.50
4 Ladies	Rubbers	1.00
2 Arctics		1.30

(Wait 5232)

5- 5 Ladies Shoes	3.75
29 " "	18885
7 Mens "	8.05
10 " "	10.00
10 " "	10.00
	<u>1616.10</u>
6 Prs Men's Boots	12.00
41 " Ladies Shoes	32.80
27 " " "	21.60
6 Men's Shoes	5.40
10 " "	12.25
6 Prs Boots	15.00
2 " "	5.00
50 Prs Childs Shoes	20.00
60 " " "	21.00
50 " Misses "	25.00
12 " Men's Boots	30.00
12 " " Shoes	13.20
12 " " "	12.00
12 " " "	12.00
47 " Ladies "	32.90
9 " Men's Boots	13.50
10 " Boys' "	10.00
10 " Mens "	15.00
41 " Misses "	26.65
20 " " " Job	10.00
12m " Mens Shoes	12.00
9 " " Boots	22.50
17 " " "	17.00
7 " " "	7.00
31 " Misses Shoes	12.00
11 " Men's Boots Job	11.00
	<u>2042.90</u>
10 Prs Men's Boots Job lot	10.00
25 " Boys' Shoes	15.00
12 " " Boots	12.00
36 " " Shoes	45.00
18 " Childs "	4.50
17 " Ladies "	8.50
1 Bill Jeans Pants	39.75
1 " Clothing	306.90
1 Do. Shirts	6.60
1 " "	9.00
1 " "	6.00
1-2 " Umbrella's	3.60
1 Grate Complete	1.75
1 Do. Men's Hats	12.00
1-2 " " "	4.50
2 Hats	3.00
6 " "	3.00
1 Ladies' Hat	1.00
6 Prs Gloves	6.00
2 Suits Clothing	6.00
3 Suits Clothing	12.00
4 " "	16.00
3 " "	9.00
1 " "	5.00
2 " "	10.00
4 " " Boys'	6.00
	<u>2605.00</u>
3 Suits Clothing	12.00
4 " "	5.00
3 " "	24.00
3 " "	12.00
2 " "	10.00
3 " "	12.00
4 " "	20.00
	<u>2700.00</u>
Total.....	2700.00

John P. Herndon et als.

ads. Invoice of goods.

Powers Little & Co.

Duncan & Hvatt, p.d.

*Filed in open Court records
Aug 9th 1894
A B Munnay
Clerk*

Deed Book No 29 ,page 430.

This deed made the 14th day of March 1893 between William C. Herndon and Cynthia Herndon of the first part and of the county of Lee and state of Virginia and David P. Parsons of the second part of the county and state aforesaid. Witnesseth that in consideration of the sum of five thousand dollars in hand ~~paid~~ the receipt whereof is hereby acknowledged W.C. Herndon and Cynthia Herndon his wife do grant bargain and sell and convey unto David P. Parsons part of the second part a certain tract or parcel of land lying in the Crab Orchard on Heads and Jones creek waters of the north Fork of Powells River. To of acres unknown, supposed to be six hundred acres more or less and bounded as follows to wit Beginning at a stake on the north bank of the north fork of Powells river at the mouth of Heads Creek thence with the meanders thereof to the Mc Gradie line and with said line N 30 W to a gum two chestnuts and spanish oak corner to A.E. Baileys land and with lines of said N 30 W to poles to a white oak and chestnut Thence N 30 W to poles to a white oak Thence N 30 W with Parkers line to Jones creek and with said creek to Joseph Marcums corner thence southwardly with said Marcums line to A.K. Gehusk corner Thence with his several lines and corners to the corner to Alfred Johnstons land Formerly Samuel Parsons land Thence with lines and corners of said Samuel Parsons tract to James Quillen land Thence with said lines and corners to Mathew Vions land and with said Vions lines and corners to ~~xxxxxx~~ Lawsons land and thence with his lines and corners to the beginning. the foregoing described boundary of land embraces the land purchased by W.C. Herndon from Tobias Hays and wife Charles Pennington heirs Larkin Herndon and J.R. Pennington and the said and the said David P. Parsons is to have and with all the

appurtenances therunto and the said William C. Herndon and
Cynthia Herndon parties of the first part so warrant generally
the title to the land hereby conveyed. Witness the following
signature and seals the year and day first written.

W.C. Herndon (seal)

Cynthia E. Herndon (seal)

State of Virginia, county of Lee to wit:

J. F. Parsons a justice of the peace in and for the
county and state aforesaid do certify that William C. Herndon
and Cynthia E. Herndon his wife whose names are signed to
the foregoing deed bearing date of the 14th day of March
1893 acknowledged the same before me in my county in state
aforesaid // given under my hand and seal this the 14th day
of March 1893. J. F. Parsons J.P.

Virginia Lee county to wit:-

In the office of the clerk of said county on the 10th day of
Nov 1893 this deed was presented and together with the cer-
tificates thereto annexed was admitted to record.

Test: S. V. F. Richmond, Clerk

Virginia Lee county to wit:

This day R. L. Pennington personally appeared before me, R. W.
Pennington Notary public in and for the county and state
aforesaid and made oath that he had copied the foregoing deed
from the records of the county court and that the same is
a true transcript therefrom. This the ____ day of Feb. 1894.

R. P.

Deed Book no 49, page 455.

This deed made the 10th day of Novr 1893 by and between W.C. Herndon of the first part and William Woodward of the second part of the county of Lee in State of Virginia. The party of the first part doth doth grant unto the party of the second part a tract or parcel of land ~~XXXX~~ bounded as follows: Beginning at a stake at the mouth of Reeds creek running with Lawson's line to the top of Stone Mountain thence with the meanderings thereof to the McCradle line and with same to the ~~XXXXXX~~ North fork of Powells River and with meanderings of said waters to the beginning. This Deed of trust is to secure and hold good to the party of the first part for the sum of six hundred and seventy five dollars which the party of the second part holds against the party of the first part the contract shall stand and hold good to the party of the second part until the notes is satisfied in full. Witness the following signature and seal

W.C. Herndon (seal)

Virginia Lee County, to wit:-

I, J.F. Burgin a justice of said county in the state aforesaid do certify that W.C. Herndon whose name is signed to the foregoing deed bearing date on the 10th day of Novr 1893 this day personally appeared before me in my county aforesaid and acknowledged the same to be his act and deed. Given under my hand and seal this the 10th day of Nov 1893

J.F. Burgin J.P.

Virginia Lee County, to wit:-

This day R.L. Pennington personally appeared before me, R.W. Pennington, notary public in and for the county and state aforesaid and made Oath that he had copied the foregoing deed from the records of the county court of Lee County, on file in the clerk's office of the said county court and that the same is a true transcript therefrom. This Feb _____ 1894.

Deed Book No. 25 ,page 106.

THIS DEED of conveyance made this the 5th day of February 1890 by and Between Tobias Hughs and Martha Hughs and Peggie Parsons of the first part and all of the county of Lee and state of Virginia and William C. Herndon of the county and state / aforesaid . Witnesseth that for and in consideration of the sum of eight hundred Dollars in hand paid he / receipt of / which is hereby acknowledged the parties of the first part do ~~do~~ bargain sell / and convey unto the parties of the second part a certain tract or parcel of land lying and being / in the county of Lee and State of Virginia situated on Reeds Creek waters of the north Fork of Powells River being two hundred acres be the same more or less and bounded as follows to wit: being the land where Tobias Hughs now lives and adjoining the land of Samuel Parsons , James Quillen and Mathew Zion and the parties of the second part to have and to hold forever . and the parties of the first part the land hereby conveyed . Witness the following signature and seal the day and date above written .

Tobias P. Hughs (Seal)

Martha Hughs (seal)

Margerett R . Parsons (seal)

State of Virginia :

County of Lee

I, F. M. Parsons a justice of the peace for the aforesaid county do certify that Tobias Hughs and Martha Hughs His wife and Peggie Parsons whoes names are signed to the foregoing deed date on the 5th day of February 1890 acknowledged the same before me in my county and state aforesaid to be their act and deed and does not wish to retract it .

Given under my hand this the 5th day of February 1890

F.M.Parsons J.P.

Virginia Lee county ,to wit: In the office of the clerk
of the said county May the 5th 1890 this deed was presented
and with the certificate thereto annexed admitted to record .

Test John R.Gibson clerk .

Virginia Lee County to wit :

Personally appeared before me / E.W.Pennington a notary pub-
lic in and for the county and state aforesaid ,R.L.Pennington
and made oath that he had copied the fore/going deed from
the records of the county / court of Lee county on file in
clerks office of the said county court , and that the same
is a true tran/script therefrom . Sworn before me this the ____
day of Feb. 1894.

N.P.

H. C. Hemmelen

Found Copy of Book

John's Houghton's

For far copy \$0.50.

Deed book No . 20 .page 104 .

From John C. Pennington et al.

THIS DEED of conveyance made this the 19th day of March 1890 by and between John C. Pennington and Patience Pennington his wife Dinah Pennington and Martha J. Robins and Mary A. Robins of the county of Lee and State of Virginia and Green. B. Pennington and Susan his wife of the county of Perry and State of Kentucky of the first part and William C. Herndon of the second part of the county of Lee and state of Virginia WITNESSETH that for and in consideration of the sum of \$600.00 dollars in hand paid the receipt of which is hereby acknowledged the said parties of the first part do grant bargain sell and convey unto the parties of the second part all of their right and title in the Charles Pennington tract of land lying and being in the county of Lee and state of Virginia on the waters of Jones Creek and bounded as follows to wit : BEGINNING at a beech and white oaken the east bank of reeds creek thence southwardly to a poplar then thence to a white on the top of a ridge thence northwardly to a white oak on a flat thence north eastwardly to a wagon road and with the said road ^{west} thence southwardly to a beech at the mouth of of the first hollow near the bank of Jones Creek and with the said creek to the mouth of said creek to Joseph Marcums corner thence westwardly with the said Marcums line to Charles Pennington line and with said line to the BEGINNING the parties of the first part do warrant generally the land hereby conveyed the parties of the second part to have and to hold forever . Witnesseth the following signature and seal this the 19th day of March 1890. John C. Pennington (SEAL) Pat

Patience Pennington (SEAL)

Martha J. Robins (SEAL)

Dinah Pennington (SEAL)

Green B. Pennington (SEAL)

Susan Pennington (SEAL)

Mary J. Robins (SEAL)

State of Virginia : to wit

County of Lee :

I, Francis M. Parsons a justice of the peace for the aforesaid county and State do certify that John C. Pennington and Patience Pennington his wife Martha J. Robins and Dinah Pennington whose names are signed to the foregoing deed bearing date on the the 19th day of March 1890, acknowledged the same in my county and state aforesaid to be their act and deed and does not wish to retract it. Given under my hand the day and date first above written F. M. Parsons J. P

State of Kentucky, County of Perry

I, Ira J. Davidson clerk of the county court for the county and state aforesaid do certify that the foregoing deed ~~of conveyance~~ of conveyance from John C. Pennington & to William C. Herndon was this day produced to me in the county aforesaid and acknowledged before me by Green B. Pennington and Susan his wife to be their act and deed and the same is certified to the proper office for record. Given under my hand this the 29th day of March 1890

Ira J. Davidson clerk

By G. R. Cornell D. C.

State of Virginia : to wit:

County of Lee ;

I, F. M. Parsons, a justice of the peace for the aforesaid ~~county and state~~

county and state do certify that Mary A. Robins whose name
/ is/are signed to the foregoing deed bearing date on the 19th
day of March 1890, acknowledged the same before me in my
county and state aforesaid to be her act and deed and does not
wish to retract it Given under my hand the 7th day of April
/ 1890. F.M.Parsons J.P.

Virginia Lee County to wit//

In the office of the clerk of the said county
on the 6th 1890 this deed / was presented and with certifica-
tes thereto annexed was admitted to record

Test John R. Gibson Clerk.

Virginia Lee County, To wit:

I R.W. Pennington, a notary public in and for the
county and state aforesaid do hereby certify that R.L. Penning-
ton personally appeared before me in my county and state
aforesaid and made oath that he had copied the foregoing deed
from the records of the county court, and that the same is a
true transcript therefrom. Given under my hand this the
day of 1894

N.P.

H. C. Winslow
Trans. Copy of Deed
John C. Cunningham et al
The far copy of O. J. S.
~~~~~



Deed Book No 25 page 112 .THIS DEED made this Nov. 9th 1889  
by and between M.C.Parsons of the first part and W Craig  
Herndon of the second part both of the county of Lee and state  
of Virginia .Witnesseth that the party of the first part  
doth grant bargain sell and convey unto W the party of the sec  
ond part his undivided interest in ~~the~~ Charles Penn ngton  
now deceased estate that he bought of Anderson Robins and  
wife heirs of aforesaid Charles Pannington Ded for the sum  
of one hundred dollars in hand paid the receipt of which  
is hereby acknowledged , the aforesaid M.C.Parsons binds hims  
to warrant the land hereby conveyed with all of its appurti-  
nences forever . Witness my hand and seal day and year  
first written M.C.Parsons ( seal )

Virginia Lee County to wit

I, V.H.Kelly notary public for the aforesaid county do  
de-certify that tht M.C.Parsons whose name is signed to the  
above deed bearing date Oct.9<sup>th</sup> 1889 ,personally appeared before  
me in my county aforesaid and acknowledged his signature to W  
this deed to be correct for the purpose mentioned in the above  
deed. Given under my hand this Nov. 9<sup>th</sup> 1889

V.H.Kelly N.P.

virginia Lee county to wit :In the office of the clerk of the  
said county May the 6th 1890 , this deed was presented and  
with the certificate thereto annexed admitted to record

Test John R.Gibson ,clerk

Virginia Lee County Towit :

This day personally appeared before me, E.W.Pennington a  
notary publi c in and for the county aforesaid , R.L.Penning-  
ton and made oath that the foregoing copy is a true transcript  
of the record on file in the county court clerks office .  
Sworn before me this Feb \_\_\_\_ 1894

\_\_\_\_\_  
N.P.







From J.C. Stapleton & wife

THIS DEED made this the 7th day of March 1887, between John C. Stapleton and Armedia L. Stapleton his wife of the first part and W. Craig Herndon of the second part all of the county of Lee, State of Virginia. WITNESSETH that in consideration of the sum of Two Hundred Dollars in hand paid and secured to be paid by the party of the second part to the party of the first part the receipt of which is hereby acknowledged, the said party of the first part by these presents give, grant, sell deliver and convey unto the party of the second part a certain tract or parcel of land lying and being in said County of Lee and on Jones Creek in the Crab-orchard containing by estimation thirty and a half acres be the more or less bounded as follows: BEGINNING on the 124 pole line 29 poles from White oaks and beaches on the north side of a branch at a White oak S 28 E 99 poles to a Red Oak on the top of a ridge and with said ridge S 99  $\frac{1}{2}$  W 38 poles to a pine and chestnut on the top of a high spur N 58  $\frac{1}{2}$  W 29 poles to a little gum and chestnut N 26 W 18 poles to two chestnut oaks S 83  $\frac{1}{2}$  W 33 poles to a sour wood hickory and two dead spanish oaks, (now gone) N 41  $\frac{1}{2}$  W 36 poles to a chestnut at the top of a deep hollow N 69 E 93 to the beginning. TO have and hold the said tract of land with all of its appurtenances unto the party of the second part and his heirs forever And the party of the first part covenant that they will warrant generally the title to the land hereby conveyed AND the party of the first part hereby reserve to themselves the vendor's lien on said land until the purchase money therefor is fully paid. Witness the following signature and seal,

John C. Stapleton (seal)  
Armedia Stapleton (seal)



Virginia, Lee County -- to wit :

I John A.G. Hyatt, com'r in Chy. for & C do certify that John C. Stapleton, whose name is signed to the foregoing deed dated March the 7th 1887 Personally appeared before me in the said county and acknowledged said writing to his act and deed. Given under my hand this the 7th day of March 1887. J

J. A. G. Hyatt, comr & co.

Virginia Lee County, to witt : I John A. G. Hyatt, commissioner in chancery for Lee county do certify that Almedia Stapleton wife of John C. Stapleton whose names are signed to the foregoing deed dated March the 8th 1887 personally appeared before me in the County<sup>of</sup> aforesaid and being examined by me privily and apart from her husband & having the deed fully explained to her she declared she had willingly signed and executed the same and did not wish to retract the same Given under my hand and seal this the 26th day of August<sup>1888</sup> 1888.

John A. G. Hyatt, Com in ch  
chancery for Lee County Court

Virginia Lee County Court Clerk's office, Feb. 7th 1888

The foregoing deed bearing date March the 8th 1887 betw between John C. Stapleton and Almedia his wife of the first part and W. C. Herndon of the second part all of Lee County Va. was this day filed in the clerk's office and admitted to record upon the foregoing certificate of John A. G. Hyatt A comr in in chancery for Lee County Court.

Test John R. Gibson, clerk



: utw ou -- yunuo ool ,sinigriV

unh yitroo ob o & tot .yho ni t'moo, jtagh.D.A nhol? I  
boob gnigero?r oht ou bengis ei eman esedw , novelqut? .o nhol  
ni em o?roed bo?wogqg yllanog?ro? V88l nuy' oht no?iam bo?ab  
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L.V88l do?am 1o yab nuy' oht aih b'as ym ro?bny newid. boob b'as

*John C. Stoughton*  
J.C. Stoughton, jtagh.D.A.L

unoi?sinuo jtagh.D.A nhol? I: utw ou , yunuo ool ,sinigriV  
no?olog?r b'as nola unu yitroo ob yunuo ool tot y?ro?nash ni  
gnigero?r a?o? bengis o?e zeman esedw novelqut? .o nhol 1o o?iw  
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.888l *W. C. Stoughton* 1o yab no?ox oht aih l'asob na b'as  
no ni mo? , jtagh .D.A nhol

y?ro?o? yunuo ool tot y?ro?nash

888l nuy' .do? , esedw a'k'ro?o? jtagh.D.A nhol? I: utw ou ,sinigriV  
wuo V88l nuy' oht no?iam o?ab gnit'as boob gnigero?r oht  
j'atit oht 1o o?iw aih a?b'as nola b'as novelqut? .o nhol newo?ed  
y?wuo ool 1o l'as y?rag b'as?ro? oht 1o nob?ro?H.D.W b'as y?rag  
ou bo?inax b'as esedw a'k'ro?o? oht ni b'elit? yab aih? saw .av  
"unuo A jtagh.D.A nhol 1o esedw yitroo gnigero?r oht no?u b'ro?o?r  
y?wuo yunuo ool tot y?ro?nash ni ni

k'ro?o? ,newid.H nhol j'atit



Deed Book NO. 25 ,page 163 .

This deed made this the 30th day of July 1889 between John R. Pennington and Larkin Herndon of the first part and William C. Herndon of the second part J. B. Pennington now a resident of Hawkins county Tennessee and the other named parties of Lee County Virginia . Witnesseth that in consideration of the sum \$50.00 fifty dollars in hand Paid the receipt of which is hereby acknowledged the said John B. Pennington and Larkin Herndon do grant bargain and sell unto the said William C. Herndon a certain tract or parcel of land lying and being in the county of Lee and State of Virginia it being the remaining part of a tract of land assigned to John C Pennington Sr. by commissioners it being a part of the Mc Cradie Survey bounded as follows to, wit : Beginning at the mouth of Jones Creek Crossing the North Fork of Powels River southwardly up the north side of Stone mountain with partition line to the top of said mountain thence eastwardly to the top of same with the varying meanders thereof to the original Mc Cradie line and with the line thereof northwardly to the North Fork of Powels River thence westwardly with many and varied meanderings thereof to the beginning . And the aforesaid John B. Pennington and Larkin Herndon do covenant and agree with the said William C. Herndon to warrant generally the land hereby conveyed with all its appurtenances . Witness the following signatures and seals . The number \_\_\_\_\_ of acres but by the boundary be the same more or less .

John R. Pennington (seal)

Larkin Herndon (seal)

Virginia Lee county to wit :

I John A. G. Hyatt clerk for the circuit for Lee county state aforesaid do hereby certify that John B. Pennington



and Larkin Herndon whose names are siged to the foregoing deed bearing date on the 30th of July 1889 each personally appeared before me and acknowledged the same to be their act and deed for the purposes therein stated . Given under my hand this 7th Sept 1889/JA.G.Hyatt Clerk.

Virginia Lee County to wit :

In the office of the clerk of the said county May the 6th 1890 this deed was presented and with th certificate thereti annex-  
ed admitted to record .

Test JohnR.Gibson Clerk .

Virginia Lee County to wit :

This day R .L.Pennington persanally appeared before me a notay public in and for tyhe co/unt/yand state aforesaid and made ~~of~~ oath that he had copied the foregoing deed from the records of the said county court on file in its clerk's offic , and that the same is a true transcript therafrom . This Feb \_\_\_\_ 1894.

\_\_\_\_\_  
N.P.



Th-6 Skennedee

From 4 copy of deed

John B. Pennington

For far Copy

\$5-0

N.P.

the same is a true transcript therefrom. This Dep — 1884.

the said county court on file in its clerk's office, and what each that he had copied the foregoing deed from the records of public in and for the county, and state aforesaid and made by This day R. L. Pennington personally appeared before me a notary, Virginia Lee County to wit:

Test John B. Gibson Clerk.

ed admitted to record.

this deed was by sented and with its certificate thereon annexed in the office of the clerk of the said county May the 6th 1880 Virginia Lee County to wit:

this 27th Sept 1888 J. W. G. Havett Clerk.

and deed for the purposes therein stated. Given under my hand and signed before me and acknowledged the same to be their act and bearing date on the 30th of July 1888 each personally and Parkin Hemdon whose names are signed to the foregoing







This deed made this Dec 1st in the year of our lord

1888 between J. Robins and James Robins of the first part and William C. Herndon and Cynthia Herndon his wife of the county of Lee and State of Virginia of the second part witnesseth that for and in consideration of the sum of one dollar in hand paid the receipt of which is hereby acknowledged the said party of the first part to have and to hold unto the party of the second part all of their right title and interest in the Charles Farmington lying and being in the said county of Lee and lying on the waters of Jones Creek and bounded as follows Beginning in a beech and white oak on the east bank of Jones Creek near its mouth thence southerly to a poplar on Jones Creek thence easterly to a white oak on the top of a ridge thence north easterly to a white oak on a flat thence north easterly to a wagon road thence south easterly to a beech at the mouth of a hollow near the head of Jones Creek thence southerly with said creek to Joseph Marcums corner thence southerly with said Marcums line to the old Charles Farmington for the thence southerly back to the beginning and on said party of the first part to covenant with the party of the second part that they will warrant generally the land hereby conveyed. Witness the following signatures and seals

James H. Robins (seal)

Rebecca F. Robins (seal)

Witnesses W. C. Herndon, J. H. Robins, Perkins County Chickasaw Nation  
Feb 22/90 - Kivir Springs

Chickasaw Nation, Perkins County, Feb 22/90

Personally appeared before me S. W. Wallace U.S. Commissioner James H. Robins and his wife Rebecca Robins to me well known and signed and acknowledged to me that it was for consideration there in presence of the above and foregoing deed or instrument of writing convey a tract of land to William C. Herndon and his wife this Feb 22/1890

S. W. Wallace, U.S. Commissioner  
of Indian Territory.

Virginia County, to wit:

In the office of the clerk of the said county May the 10th 1890 this deed was presented and with the certificate thereof annexed was committed to record

Test, John H. Mahan, clerk.



Powen Little & Co  
85 } Copy of Duke  
St. Herndon

For far Copy's  
~~4~~ 50



Powers, Little & Co

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsons and John C. Stapleton

Take notice that on the 1st day

of February 1894

at the office of Powers Little & Co 208

Commerce Street in the City of Knoxville, Tenn  
County, State of Tennessee I will proceed to take the deposition of

to be read as evidence on behalf of J. Pike Powers and others  
Pike Powers, M. S. Little and H. J.

Little Merchants doing business under the style name of  
Powers Little & Company

in a certain suit in Equity now pending in the Circuit Court of Lee

County, State of Virginia wherein said Powers Little & Co are

Plaintiff and you and each of you are Defendants And if from any

cause the taking of said deposition are not begun on that day, or being begun not complete, the same will be

continued from day to day or from time to time and if desired from place to place, until the same are complete. You

may attend and cross-examine if you wish.

January 4th 1894

Very Respectfully,

Powers Little & Co  
Per Pennington Bros.  
Counsel



For

H. C. Henderson



Powers, Little & Co

AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsons and John C. Stapleton

Take notice that on the 1<sup>st</sup> day

of February 1894

at the office of

Powers, Little & Co  
208 Commerce street in the City of Knoxville, Knox

County, State of Tennessee

I will proceed to take the deposition of

to be read as evidence on behalf of

J. Pike Powers and others  
W. J. Little merchants doing business under the  
style name of Powers, Little & Co

in a certain suit in Equity now pending in the Circuit Court of Lee

County, State of Virginia wherein said

Plaintiff and you and each of you are Defendants

And if from any cause the taking of said deposition are not begun on that day, or being begun not complete, the same will be continued from day to day or from time to time and if desired from place to place, until the same are complete. You may attend and cross-examine if you wish.

January 4<sup>th</sup> 1894

Very Respectfully,

Powers, Little & Co by  
Premington Bros  
Attorneys



Powers, Little & Co  
vs } Notice to Take  
depositions

Wm C. Herndon et al

Executed on the 12th day of  
January, 1894 by delivery  
a copy of the within notice  
to each of the following  
named, to wit, John P.  
Herndon, Charles Herndon,  
Wm Woodward, David P.  
Parsons & John C. Stapleton  
but not executed on T. C.  
Herndon

Wm M. Pennington

V. in County, to wit:

The foregoing return  
signed by Wm M. Pennington  
was this day sworn to be  
true in my County and  
forfeited. Given under  
my hand this Jan. 13<sup>th</sup> 1894

C. H. Pennington  
Notary Public



ALL BILLS NOT PAID AT MATURITY ARE SUBJECT TO SIGHT DRAFT.

Knoxville, Tenn., October 31 1893

Mr. M. L. Keenon

*Lynna*

BOUGHT OF POWERS, LITTLE & CO.

—WHOLESALE DEALERS IN—

• • • CLOTHING. • • •

TERMS *6% in 30 Days*

208 COMMERCE STREET.

|      |   |              |      |    |     |    |
|------|---|--------------|------|----|-----|----|
| 8416 | 3 | Suits        | 250  | 25 | 50  |    |
| 6027 | 3 | "            | 750  | 22 | 50  |    |
| 1834 | 3 | "            | 850  | 25 | 50  |    |
| 6030 | 3 | "            | 750  | 22 | 50  |    |
| 8725 | 3 | "            | 10   | 30 |     |    |
| 8630 | 3 | "            | "    | 30 |     |    |
| 8790 | 3 | "            | "    | 30 |     |    |
| 8685 | 3 | "            | 11   | 33 |     |    |
| 2333 | 3 | Woolen coats | 5-50 | 16 | 50  |    |
|      | 2 | over         | 11   | 22 |     |    |
| 2343 | 2 | " " 1 Set    | "    | 22 |     |    |
| 1447 | 3 | Pants        | 350  | 10 | 50  |    |
| 1886 | 3 | "            | "    | 10 | 50  |    |
| 1390 | 4 | "            | "    | 14 |     |    |
| 1443 | 4 | "            | "    | 14 |     |    |
| 4022 | 1 | Suit Del     |      | 16 | 50  |    |
|      |   | Box & Draw   |      | 40 | 345 | 40 |

Goods shipped at purchaser's risk. No goods taken back except for imperfections. If this bill is not exactly as ordered notify us at once.



11

Invoice



Powers, Little & Co. Compts.

vs. } In Chancery

W. C. Hurdon et al vs.

The deposition of J. Pike Powers

taken before me W. B. Hurdon a  
notary public in and for the County  
of Knox and State of Tennessee  
pursuant to notice hereto annexed  
at the office of Powers, Little & Co.  
208 Commerce Street in the City of  
Knoxville, Knox County, State of  
Tennessee to be read as evidence  
in behalf of said Powers, Little  
& Co., in a certain suit in Chancery  
wherein Wm C. Hurdon, John P. Hurdon,  
Locke Hurdon, Wm Woodward, said  
P. Parsons, and John C. Stapleton are  
defendants and said Powers, Little  
& Co. are plaintiffs.

The witness J. Pike Powers  
a witness of lawful age being  
duly sworn deposes as follows:

Ques 1<sup>st</sup> Please write your name, age,  
residence and occupation.

Ans. J. Pike Powers, 51 yrs, Knoxville, Tenn  
& Merchant.

Ques. What is your connection with



said firm Powers, Cline & Co.,

Ans. A partner thereof and Credit man  
of the house. It is my duty to  
inquire into the financial Con-

Ques. State if W. C. Herndon is in-  
debted to said plaintiffs in any  
sum of money, if so for what,  
the amount thereof and when it  
became due.

Ans. Said W. C. Herndon is indebted at  
this time & was so indebted at the  
time said suit was instituted  
to said Plaintiffs in the sum of  
Three Hundred & Forty Five <sup>45</sup>/<sub>100</sub>  
Doll. for mds as per itemized  
statement filed herewith marked  
"Invoice". This sum became  
due & payable Nov 30<sup>th</sup> - 1893.

Ques. How did said Herndon purchase  
said goods?

Ans. He was here in person and selected  
the goods himself.

Ques. State if at the time or before the  
time he purchased said goods,  
he made statement or represen-  
tation to you as to his financial  
condition, if so what?



Yes, he said on or about Oct.<sup>30</sup>  
or 31, 1893, that he owned a farm  
of 400 or 500 acres which he paid  
5.00 @ 5.<sup>50</sup> per acre for, a stock  
of goods worth \$2000. notes & a/c's  
due him \$1500, and that his li-  
abilities were only \$500<sup>00</sup>, \$17<sup>00</sup>  
only being due. I think he said  
he owned other lands, but could  
not fix their value.

Ques.

Did you or not at time said debt  
was made have any notice of, or  
knowledge of the existence of the  
debt of said H. C. Skerndue wife &  
and mentioned in said plaintiffs  
bill, and dated March 12<sup>th</sup> 1893,  
whereby he conveyed to one David  
P. Parsons a large part of his  
real estate, or that said Parsons  
claimed or had any interest  
whatsoever in the land mentioned  
in said debt.

Ans.

I did not have the least idea  
of the existence of such a debt,  
& did not hear of it until after  
action was begun after 10<sup>th</sup> Nov.  
1893

Ques.

Had you known of said debt



before said goods were sold and delivered to said Herndon would you or not have sold and delivered them to him on credit?

Ans. I would not; Credit was based on the statement he made to me.

~~And further~~

Ques. Before selling said Herndon said goods, and at present state if any person other than said Herndon, verified the statement of said Herndon, if so who & when.

Ans. J. F. Witt, of Zion's Mills Lumber Co Va who was here at the same time said Herndon was here, stated said Herndon was worth from two to sixteen thousand dollars and recommended him for credit. and further this deponent said not. J. Pike Powers.

Tennessee, Knox Co. to wit:

I, W. B. Henderson, Notary Public in & for County of Knox & State of Tenn. do hereby Certify that the foregoing deposition of J. Pike Powers was duly taken, sworn to & subscribed before me at the time and place and for the purposes therein mentioned Given under my hand and Notarial Seal this the 1<sup>st</sup> day of Feby. 1894.

W. B. Henderson,  
Notary Public



mail to  
A.B. Munsey  
Clerk &  
Jonesville

<sup>72</sup>  
Received by mail Feb'y  
the 3rd 1894 in good condition  
and filed February the 3rd  
1894  
A.B. Munsey Clerk



In the Clerk's Office of the Circuit Court of the County of  
*Lee* on the *1st* day of *January* 18*94*.

against *Powers Little & Co*

Plaintiff

*In Chancery*

*W. C. Herndon et al*

Defendant

The object of this suit is to *1st* to set aside and annul the deed of *W. C. Herndon*  
+ his wife, to *David P. Parsons* dated *March 14-1893*, *2nd* to set aside and  
declare void the deed made by *W. C. Herndon* + wife to *Mr. Woodward*  
dated *Nov. 10-1893*; *3rd* to annul the transfer of goods + chattles made  
by *W. C. Herndon* to *John P. + Larkin Herndon* on or about  
*Nov. 10-1893*, and *4th* that a judgment be given in favor of  
the *Pliffs* against the defendants for the amount mentioned in the bill.  
And an affidavit having been made and filed that the defendant *W. C. Herndon* is

not a resident of the State of Virginia, it is ordered that *he* do appear here, within *fifteen days*  
after due publication hereof, and do what may be necessary to protect *his* interest in this suit. And  
it is further ordered that a copy hereof be published once a week for four weeks in the *Lee County*  
*Republican*, and that a copy be posted at the front door of the court-house of this *County*  
on the first day of the next term of the *County* Court.

A copy—Teste:

*Pennington Bros.* p. q.

*A. B. Munsey* Clerk.



Powers Little &amp; Co

vs.

}

ORDER OF  
PUBLICATION.

W. L. Herndon et al  
 & A. B. Munsey Clerk of  
 the Circuit Court do  
 certify that I delivered  
 to the Lee County Repub-  
 lican the within order  
 on the 1st day of Jan'y  
 1894 for Publication and  
 posted a copy thereof at  
 the front door of the Court  
 house at the January  
 Term 1894 of the Circuit  
 Court A. B. Munsey ck



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*W. C. Shindler*  
*Larkin Shindler, John B. Shindler*  
*David T. Parsons, William Woodward*  
*and John B. Stofletor*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *10<sup>th</sup>* Monday in *January*, 189*4*, to answer a bill in Chancery, exhibited against *them* in our said court by *Lisa Davis*

*Ms. Little, & M. A. Little, partners*  
*in trade named & styled*  
*Davis Little & Co.*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *8* day of *Dec*, 189*4*, and in the *11* year of the Commonwealth.

Clerk.



John P. Herndon, John C. Stapleton, Wm. Woodward and David P. Parsons and not executed as to all of which lies in Lee Co., Va., in the Craborchard consisting of W. C. Herndon described as follows:  
 1893 by delivering an office copy of the within subpoena in chancery and attachment to W. C. Herndon also by attaching on the following real estate of W. C. Herndon and which is now in the hands of David P. Parsons and bounded as follows:  
 bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. 28 po. to a gum 2 chestnuts and a spanish oak corner to A. J. Baileys land, and with lines of same N. 24 W. 28 po. to a white oak and Chestnut, thence N. 35 W. 42 po. to 3 white oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcums corner, thence Southwardly with said Marcums line to A. K. Debusk's corner, thence with lines and corners to Alfred Johnson's land formerly Samuel Parsons's land, thence with his several lines and corners to James Gillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodward, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25 - 163.

Executed Dec,

The 1<sup>st</sup> of the above tract is now in the hands of David Parsons, the 2<sup>nd</sup> in the hands of William Woodward.

Circuit Court.

To..... Rules,

p. q.

SUBPOENA  
IN CHANCERY.

vs.

To the Sheriff of Lee County you are commanded to attach the following 2 tracts of land, to-wit: 1<sup>st</sup> a tract containing about 600 acres more or less bounded as follows: Beginning at a stake on the north Bank of the North fork of Powell's River at the mouth of Reed's creek thence North 38 00 - P to a gum two chestnuts + a spanish oak corner to A. J. Baileys land thence N. 24 W 28 P to a white oak + chestnut thence North 35 W 42 P to 3 white oaks thence N with Parker's line to Jones Creek and with said Creek to Joseph Marcums corner thence Southwardly with said Marcums line to A. K. Debusk's corner thence with his several lines + corners to Alfred Johnson's formerly Samuel Parsons land thence with lines + corners of said Parsons land to James Buillens land and with his lines and corners to Mathew Zion thence with lines + corners to Lawsons land thence with his lines and corners to the beginning containing about 600 acres more or less. 2<sup>nd</sup> the land embraced in deed of Larkin Herndon + John B. Pennington to said W. C. Herndon and recorded in deed Book 25 - page 163 this 8<sup>th</sup> 1893. 6 a m



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *W. C. Herndon, Larkin*  
*Herndon, John P. Herndon, William Woodward,*  
*and David P. Parsons + John C. Stapleton*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held  
for the said Court on the *first* Monday in *Jan*, 1894, to  
answer a bill in Chancery, exhibited against *them* in our said court by

*J. Pike Powers, M. S. Little + M. T. Little*  
*Merchants + partners called Powers Little + Co*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the  
court-house, the *8th* day of *Dec* 189 *3*, and in the *118th*  
year of the Commonwealth.

*A. B. Munsey* Clerk.



To the Sheriff of Lee County you are commanded to attach the following 2 tracts of land lying and being in the County of Lee and in the Crab Orchard County to wit: a tract of about 600 acres more or less bounded as follows. Beginning at a stake on the north Bank of north fork of Powell's River at the mouth of Reeds Creek thence eastwardly with the meanders of said to the Mcbradia line thence N 38 W - P to a gum two chestnuts & a Spanish oak corner to A. J. Bailey's land and with lines of same N 24 W - 28 P to a white oak & chestnut thence N 35 W 42 P to 3 white oaks thence north with Parkers line to Jones Creek and with said Creek to Joseph Marcums corner thence southwardly with said Marcums line to A. K. Debush's corner thence with his several lines & corners to Alfred Johnson's land, formerly Samuel Parsons land thence with lines and corners of said Parsons land to James Guillen's land and with his lines and corners to Mathew Zion thence with his lines & corners to Lawsons land thence with his lines and corners to the beginning containing about 600 acres more or less 2nd the land embraced in deed of July 20th 1889 of Larkin Herndon & John B. Pennington to said W. C. Herndon and recorded in deed Book 28 Page 163 this deed 8th 1893 16 A. M. The 1st tract above is now in the hands of David P. Parsons, & the 2nd in the hands of William Woodward.

A. B. Munsey Clerk

Powers Little & Co

SUBPENA  
IN CHANCERY.

US.

W. C. Herndon

Pennington Bros. p. q.

1894

Rules,

To Fort Lamy

Circuit Court.

J. E. Herndon, J. E. L.

Executed Dec. 1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larkin Herndon, John C. Stapleton, Wm. Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows: all of which lies in Lee Co., Va., in the Crab Orchard containing of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows: Beginning at a stake on the North Bank of the North Fork of Powell's River at the mouth of Reeds Creek; thence eastwardly with the meanderings of the said river to the Mcbradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a Spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a white oak and chestnut, thence N. 35 W. 42 po, to 3 white oaks thence N. with Parkers line to Jones Creek, and with said Creek to Joseph Marcums corner, thence southwardly with said Marcums line to A. K. Debush's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parsons land, thence with his lines and corners to James Guillen's land, thence with his lines and corners to Mathew Zion land, thence with his lines and corners to Lawsons land thence with his lines and corners to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodward, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in deed No 28-163.



In the clerks Office of the circuit Court of the county of Lee on the 1st day of January 1894.

Powers Little & Co. Plffs. }  
against } In Chan'y  
W. C. Herndon et al Def't. }

The object of this suit is to 1st to set aside and annul the deed of W. C. Herndon and his wife to David P. Parsons dated March 14th 1893; 2nd to set aside and declare void the deed made by W. C. Herndon and wife to Wm Woodward dated Nov'r 10th 1893, 3rd to annul the transfer of goods and chattels made by W. C. Herndon to John P. and Larkin Herndon on or about Nov'r 10th 1893; and 4th that a judgment be given in favor of the plffs against the defendants for the amount mentioned in the bill and same be satisfied out of said property thereby conveyed.

And an affidavit having been made and filed that the defendant W. C. Herndon is not a resident of the State of Virginia, it is ordered that he do appear here, with in fifteen days after due publication here of, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Lee County Republican and that a copy be posted at the front door of the court house of this county on the first day of the next term of the county court.

A copy—Teste:

A. B. Munsey Clerk

Pennington Bros.

5-10

I *H. P. Dryden & Sons* pub

isher of the LEE COUNTY REPUBLICAN a weekly newspaper, published in the town of Jonesville, county of Lee, and State of Virginia, do hereby certify that the foregoing Order of Publication was duly published in the above named paper for four successive weeks, ending the *1st* day of *Feb* 1894.

*for Sam. L. Dryden*  
Publisher, LEE COUNTY REPUBLICAN